## 900237100 10/26/2012

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jinny Beauty Sales Co., Inc.		06/01/2012	CORPORATION: GEORGIA

## **RECEIVING PARTY DATA**

Name:	Zuri Partners	
Street Address:	50 Ramland Road	
Internal Address:	c/o Fiske Industries, Inc.	
City:	Orangeburg	
State/Country:	NEW YORK	
Postal Code:	10962	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1028316	ZURI
Registration Number:	1122638	ZURI

#### **CORRESPONDENCE DATA**

**Fax Number**: 2125750671

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-790-9207

Email: trademark@cll.com

Correspondent Name: Lynn S. Fruchter

Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	14852-000 LSF/FM
NAME OF SUBMITTER:	Lynn S. Fruchter
	TRADEMARK

REEL: 004889 FRAME: 0140

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Signature:	/Lynn S. Fruchter/
Date:	10/26/2012
Total Attachments: 3 source=Zuri signed trademark assignment#page1.tif source=Zuri signed trademark assignment#page2.tif source=Zuri signed trademark assignment#page3.tif	

# Trademark Assignment

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made effective as of the 17 of May, 2012, by J. STRICKLAND & CO. a TN corporation ("<u>Assignor</u>"), and JINNY BEAUTY SUPPLY CO., INC. a Georgia Corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of all of the right, title and interest in, to and under the Zuri® trademark, and the corresponding applications and registrations therefore, together with the goodwill associated therewith (the "Trademark");

WHEREAS, Assignor and Assignee are parties to that certain Bill of Sale Agreement, dated May 17, 2012 (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Trademark of the Assignor (the "Assignment of the Trademark");

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and to confirm the Assignment of the Trademark for purposes of filing the same with the United States Patent and Trademark Office (the "<u>USTPO</u>"), the parties hereto agree as follows:

- 1. <u>Assignment of Trademark</u>. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the following:
  - a) the Trademark;
  - b) any and all registrations and applications for registration of the Trademark; and
  - any goodwill associated with the Trademark.
- 2. Recordation of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademark of the USTPO to record each of the Trademark, and title thereto, as the property of Assignee, in accordance with the terms of this Agreement.
- Assignment shall be valid except by an agreement in writing executed by the parties hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof
- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Tennessee applicable to agreements made and to be performed therein.

- 5. <u>Binding Effect; Third Party Beneficiaries.</u> This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person or entity any rights, remedies, obligations or liabilities under or by reason of this Assignment.
- 6. Counterparts; Signature by Facsimile. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by any party by the delivery by such party by facsimile or other electronic transmission of a copy of the signature page of this Agreement duly executed by such party. Any copy of this Agreement so executed by facsimile or other electronic transmission shall be deemed to be an originally executed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

J. STRICKLAND & CO.

Ismes McKelrov, Executive VP

ASSIGNEE:

**RECORDED: 10/26/2012** 

JINNY BEAUTY SUPPLY CO., INC.

Eddie Jhin, President